SEND TAX BILLS TO:
Same

P-I-E Nationwide, Inc
P.O. Box 2408
Jacksonville, FL 32203

06439

Map 94-9_7
Parcel 94-5 Par 8 111
2

STATE OF TENNESSEE

COUNTY OF DAVIDSON

GENERAL WARRANTY DEED

THIS DEED dated the 9th day of June, 1986, by and between:

McLEAN TRUCKING COMPANY, a North Carolina corporation, successor in interest by merger to MALJA CORPORATION
Post Office Box 213
Winston-Salem, North Carolina 27154

GRANTOR; and

BOOK 6902 PAGE 457

P*I*E NATIONWIDE, INC., a Florida Corporation
Attention: Properties
P. O. Box 2408
Jacksonville, Florida 32203

GRANTEE.

The designation Grantor and Grantee as used herein shall include said parties, their successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land located in County of Davidson, State of Tennessee and being more particularly described on Exhibit A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except

Mail after recording to:

Lawyers Title Ins. Corp.
P. O. Box 754
Richmond, Va. 23206

This instrument was prepared by:

Ross J. Smyth, Esq.
Kennedy Covington Lobdell & Hickman
Attorneys at Law
3300 NCNB Plaza
Charlotte, N. C. 28280

for such valid and enforceable easements, restrictions, conditions and other matters as may appear of record, and the lien of taxes and assessments not yet due and payable.

This conveyance is made by Grantor as Debtor and Debtor-in-possession in that certain proceeding brought under Chapter 11 of the U.S. Bankruptcy Code, now pending in the United States Bankruptcy Court for the Western District of North Carolina, Case No. C-B-86-23, entitled "In the Matter of McLean Trucking Company, Debtor" and pursuant to the Consent Order Authorizing and Approving Sale of Real Property entered by said Bankruptcy Court on March 27, 1986, and the Supplemental Order Approving Sale of Real Property entered by said Bankruptcy Court on April 24, 1986, copies of which are attached hereto as Exhibits B-1 and B-2, respectively, and incorporated herein by reference.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

McLEAN TRUCKING COMPANY

[CORPORATE SEAL]

By: David L. Blanchuck
President

ATTEST: Wanda M. Hamrick
Secretary

STATE OF NORTH CAROLINA

COUNTY OF Forsyth

This 9th day of June, 1986, personally came before me David L. Blanchuck, who, being by me duly sworn, says that he is President of McLEAN TRUCKING COMPANY, that the seal affixed to the foregoing instrument in writing is the corporate seal of the Corporation, and that said writing was signed and sealed by him, in behalf of said Corporation, by its authority duly given. And the said David L. Blanchuck acknowledged the said writing to be the act and deed of said Corporation.

Drucilla B. Williams
NOTARY PUBLIC

[NOTARIAL SEAL]

My Commission expires:
June 11, 1986

STATE OF TENNESSEE
COUNTY OF DAVIDSON
THE ACTUAL CONSIDERATION OR TRUE VALUE, WHICHEVER IS GREATER, FOR THIS TRANSFER IS $2,400,000.00

David L. Moore
Affiant

SUBSCRIBED AND SWORN TO BEFORE ME, THIS THE 30th DAY OF June 1986.

B. Edwards
Deputy Register

EXHIBIT A TO DEED FROM
McLEAN TRUCKING COMPANY TO
P*I*E NATIONWIDE, INC.

BOOK 6902 PAGE 459

TRACT 1:

Land in Davidson County, Tennessee, being Lots 14 and 15 on the Revised Plan of Visco Industrial Subdivision, Section One, of record in Book 3700, Page 21, Register's Office for said County.

SAID Lot No. 14 fronts 200 feet on the northerly margin of Visco Drive and extends back 1,042.5 feet, more or less, on the westerly line and 1,072.94 feet, more or less, on the easterly line to the low water mark of the Cumberland River on which it measures 202 feet, more or less.

SAID Lot No. 15 fronts 260.27 feet on the northerly side of Visco Drive and extend back 1,072.94 feet, more or less on the westerly line and 1,112.5 feet, more or less, on the easterly line to the low water mark of the Cumberland River on which it measures 263 feet, more or less.

BEING the same property conveyed to MALJA CORPORATION, by deed from VINE STREET REALTY COMPANY, of record in Book 4633, Page 502, Register's Office for Davidson County Tennessee. (The said MALJA CORPORATION has since merged into McLEAN TRUCKING COMPANY).

TRACT II:

LAND in Davidson County, Tennessee, being Lot No. 38A on the Revision of Lots 38A and 38C, Resubdivision of Section 8, Visco Industrial Subdivision, of record in Book 5060, page 74, Register's Office for said County, more particularly described as follows:

BEGINNING at a point in the north margin of Visco Drive, the southeast corner of Section 1, Visco Industrial Subdivision; thence N 15 deg. 08' W. 1112.50 feet to a point in the low waterline of the Cumberland River; thence, with the Cumberland River; N 67 deg. 23' E 374.89 feet to a point; thence, S 17 deg. 45' 35" E 1162.56 feet to a point in the north margin of Visco Drive; thence S 74 deg. 52' W 424.97 feet with Visco Drive to the point of beginning.

BEING the same property conveyed to MALJA CORPORATION, by deed from MARYLAND REALTY COMPANY, A TENNESSEE CORPORATION, of record in Book 5103, Page 339, said Register's Office (The said MALJA CORPORATION having since merged into McLEAN TRUCKING COMPANY).

EXHIBIT "B"

BOOK 6902 PAGE 463

PROPERTY	MORTGAGEE	12/31/85 MORTGAGE BALANCE
Albany, NY	Mellon Bank, N.A.	$ 123,495
Baltimore, MD	Philadelphia Savings Fund Society	518,535
Charlotte, NC	Mellon Bank, N.A.	356,235
Nashville, TN	Bankers Life Company	1,625,013
Norwich, CT	Mellon Bank, N.A	127,381
Wilmington, NC	Mellon Bank, N.A.	103,632
Worcester, MA	Mellon Bank, N.A.	205,989

Exhibit A to Deed

BOOK 6902 PAGE 461

FILED

U.S. BANKRUPTCY COURT

MAR 27 1986

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

In re:	Case No. C-B-86-00023 (Chapter 11)
McLEAN TRUCKING COMPANY, a corporation,	CONSENT ORDER AUTHORIZING AND APPROVING SALE OF REAL PROPERTY
Debtor.	
I.D. No. 56-0485391	

This matter is before the Court on Motion by the Debtor in Possession, McLean Trucking Company, ("McLean"), for entry of an Order authorizing and approving the sale of certain of its real property to various purchasers named in said motion. The Court is informed as follows:

1. McLean has received offers from the Purchasers ("Purchasers", or individually, "Purchaser") named on Exhibit "A" attached hereto and incorporated into this Order by reference, with respect to the parcels of real property (the "Properties", or individually the "Property") and for the prices as shown on said Exhibit "A". McLean will obtain written agreements with each of the Purchasers, substantially in the form of the purchase agreement ("Purchase Agreement") attached to Debtor's Motion which agreements will be filed with this Court and will be available for inspection at the office of the Clerk of the United States Bankruptcy Court for the Western District of North Carolina, 401 W. Trade Street, Charlotte, North Carolina.

2. The following individuals and entities have asserted or may assert an interest in the Properties:

290

(a) Citicorp Industrial Credit, Inc. and Citibank, N.A. (together "Citicorp"), which assert a security interest in substantially all of McLean's assets, including its real property;

(b) Certain state and local governmental authorities (the "Authorities") may assert claims for taxes, utilities or other assessments.

(c) The Mortgagees (the "Mortgagees") named on Exhibit "B" attached to this Order and incorporated herein by reference will assert claims as the holders of first mortgage liens on the respective Properties as shown on said Exhibit "B".

With the exception of the foregoing interests, McLean has informed the Court that it knows of no other interest asserted in the Properties except for the generalized interest of the unsecured creditors of McLean.

3. McLean has informed the Court that none of the Purchasers has had any prior relationship with McLean, its officers, directors, or corporate affiliates, other than by reason of being in the business of a competing truck line.

4. The Committee of Creditors Holding Unsecured Claims Against McLean Trucking Company (the "Creditors Committee"), and Citicorp, have consented to the sale of the Properties as proposed; and McLean and the foregoing consenting parties have each agreed that the claim or interest, if any, asserted or that may be asserted by such party will be transferred to the proceeds of the sale of the Properties.

In view of the foregoing, it is hereby

ORDERED:

1. The sales as proposed in the Debtor's Motion are hereby approved in all respects, and McLean is authorized to consummate

the sale as set forth in the Purchase Agreements according to their respective terms.

2. Upon closing of the sales of the Properties, the claims and interests, if any, asserted by Citicorp, the Mortgagees, the Authorities, and any other known lien claimants as to the Properties will be transferred to the net proceeds received by McLean at closing from the sale of the Properties (the "Proceeds"). The Proceeds from any Property will be paid in the following priority:

(a) To the Authorities and the Mortgagees, in the order of their respective priorities; and

(b) The balance, if any, to Citicorp.

3. The terms of the sales under the Purchase Agreements will be substantially as follows:

(a) Purchase Price: As stated, with respect to each Property, on Exhibit "A", 10% of which is to be paid as a cash binder upon execution of the Purchase Agreement, with the balance to be paid in cash at closing.

(b) Closing Date: As soon as possible after entry of this Consent Order and the hearing and disposition of any objections, or higher and better offers.

(c) Sellers Closing Costs:

(i) Preparation of Deed.

(ii) Documentary of Transfer Tax Stamps, if Purchaser cannot legally pay;

(iii) Prorata share of real estate taxes.

(d) Purchaser's Closing Costs:

(i) Attorney's fees and title insurance premiums in connection with title examination and title insurance;

(ii) Transfer or documentary stamps if Purchaser can legally pay;

(e) Damage or Destruction Contingency: If fire or casualty damage cannot be repaired within ninety (90) days of damage, Purchaser may elect not to purchase the damaged property, or to purchase the damaged property and receive an assignment of insurance.

(f) Appeal Contingency: If the Consent Order is appealed and there is no stay of the Consent Order pending appeal, Purchaser is obligated to perform and to close. If there is a stay of the Consent Order pending appeal, Seller shall have sixty (60) days to have the stay order vacated during which period Purchaser may not terminate the Purchase Agreement and if the stay is vacated during such period, Purchaser must close. After such sixty (60) day period, if the stay is not vacated, either Seller or Purchaser may terminate the Purchase Agreement.

(g) Default: Purchaser's remedy on Seller's Default is to terminate the Purchase Agreement and receive all deposits plus interest, or demand specific performance. Seller's remedy on Purchaser's default shall be to retain the deposit plus interest as its sole remedy.

4. As provided by the General Order Regulating Notice ("Administrative Order No. 3"), counsel for McLean is hereby directed to publish notice of the entry of this Order in the Winston-Salem Journal and in a newspaper of general circulation in the area where each Property is located. Because Administrative Order No. 3 has just been entered, counsel for McLean in addition is directed to mail a copy of the Notice to each party that has filed with this Court a request for notices and whose request has been formally docketed as of the time of entry of this Order. The notice shall state

(i) that interested parties objecting to the proposed sale of any of the Properties or wishing to file a higher and better offer shall file with the Court a written objection to the proposed sale or a higher and better offer on or before 4:30 P.M. on Thursday, April 3, 1986;

(ii) that if no objection or higher and better offer is filed on or before that date, McLean may

proceed with the disposition as authorized without further Order by this Court; but

(iii) in the event such an objection or higher and better offer is timely filed, the Court will conduct such hearing as the Court deems necessary and appropriate and rule upon the objection or consider approval of such alternation offer at a hearing at 9:30 A.M. on Friday, April 4, 1986 at the United States Bankruptcy Courtroom in Charlotte.

This 27th day of March, 1986.

/S/ MARVIN R. WOOTEN

Marvin R. Wooten
United States Bankruptcy Judge

WE CONSENT:

Ross J. Smyth

Ross J. Smyth, Esq.
Kennedy Covington Lobdell & Hickman
3300 NCNB Plaza
Charlotte, NC 28280
COUNSEL FOR McLEAN TRUCKING COMPANY

Thomas B. Henson by Jennifer D Cupp

Thomas B. Henson, Esq.
Robinson, Bradshaw & Hinson
1900 Independence Center
Charlotte, NC 28246
COUNSEL FOR COMMITTEE OF CREDITORS HOLDING UNSECURED CLAIMS AGAINST MCLEAN TRUCKING COMPANY

James C. Frenzel by DH

James C. Frenzel, Esq.
Womble Carlyle Sandridge & Rice
Suite 2400, Wachovia Building
Winston-Salem, NC 27101
COUNSEL FOR CITICORP INDUSTRIAL CREDIT, INC. AND CITIBANK, N.A.

EXHIBIT "A"

PROPERTY LOCATION	NO. OF ACRES	NO. OF DOORS	PURCHASER	PRICE
10 Apollo Drive Albany, NY 12205	3.8	22	New Penn Trucking Company	$405,000
3639 Benson Ave. Baltimore, MD 21227	6.0	36	Red Star Express Lines of Auburn, Inc.	$950,000
3606 N. Graham St. Charlotte, NC 28206	16.4	70	Dixie Trucking Company, Inc.	$865,000
2321 East Club Blvd. Durham, NC 27704	5.9	28	Carolina Freight Carriers Corporation	$295,000
633 Bizzell Drive Lexington, KY 40504	5.0	44	B & G Properties	$840,000
890 Bisco Drive Nashville, TN 37210	21.4	86	P-I-E Nationwide, Inc.	$2,400,000
U.S. 2, Preston Norwich, CT 06360	33.6	22	Carolina Freight Carriers Corporation	$340,000
Richmond & Luzerne Streets Philadelphia, PA 19137	3.7	52	Carolina Freight Carriers Corporation	$800,000
545 S. Ewing Ave. St. Louis, MO 63103	6.2	44	George L. Markus, Jr.	$950,000
400 First St., S.W. New Brighton (St. Paul), MN 55112	6.3	66	Overnite Transportation Company	$1,082,000
2710 Hollywood Ave. Shreveport, LA 71108	3.2	36	Overnite Transportation Company	$360,000
500 23rd St, Wilmington, NC 28401	3.2	22	Southeastern Freight Lines	$240,000
615 Hartford Pike Shrewsbury (Worcester), MA 01545	3.3	22	Lomma Trucking Company	$375,000
Leight Street at Sprague Street Winston-Salem, NC 27127	6.72	unimproved	J. R. Yarborough	$25,000

Exhibit B-2 to Deed

BOOK 6902 PAGE 467

FILED
CHARLOTTE, N.C.

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

U. S. BANKRUPTCY COURT
WESTERN DISTRICT OF N.C.

IN RE:

McLEAN TRUCKING COMPANY,
a North Carolina corporation,

Debtor.

I.D. NO. 56-0485391

Case No. C-B-86-00023
Chapter 11

SUPPLEMENTAL ORDER APPROVING
SALE OF REAL PROPERTY

THIS MATTER being presented to the undersigned United States Bankruptcy Judge in accordance with the procedures set forth in General Order Regulating Notice (Administrative Order No. 3) entered on March 25, 1986 in this case, and upon Motion For Authority And Approval To Sell Certain Real Property (Contested Matter) filed by the Debtor on March 24, 1986; and based upon a review of the Court records and the matters presented to the Court at a hearing on April 4, 1986, it appears to the Court:

1. Pursuant to Administrative Order No. 3, a Consent Order Authorizing and Approving Sale of Real Property was entered by the Court on March 27, 1986, pursuant to Debtor's said Motion, and proper and timely notice of said Motion and Consent Order has been given to the creditors and other interested parties in this case.

2. Higher and better offers were timely filed with the Court with respect to the properties described in Debtor's Motion located in Albany, New York, Lexington, Kentucky, Norwich, Connecticut, Shreveport, Louisiana, Wilmington, North Carolina, Shrewsbury (Worcester), Massachusetts, and Winston-Salem, North Carolina (Leight Street Property).

3. As to the properties located at Charlotte, North Carolina, Nashville, Tennessee, St. Louis, Missouri, New Brighton (St. Paul), Minnesota, Shreveport, Louisiana and Shrewsbury (Worcester), Massachusetts, the Debtor has assembled thereon certain rolling stock and other personal property for the purposes of selling the same, and agreements for leasing all or a portion of such properties from the prospective purchasers to the Debtor have been made.

4. With the respect to the properties located at Albany, New York, and Durham, North Carolina, modifications of the proposed Purchase Agreements previously filed with the Court have been agreed upon between the Debtor and the respective purchasers, providing for periods within which purchasers can inspect the respective properties for environmental matters and may terminate the Purchase Agreements if certain contingencies relating to environmental matters are not met.

5. With respect to the property lcoated at St. Louis, Missouri, the Purchase Agreement differs in certain respects from the form filed with the Court, none of which is material except for certain inspection contingencies, which have been satisfied.

6. With respect to the property at Nashville, Tennessee, the Debtor has agreed that the cash binder may be five (5%) percent of the purchase price, rather than ten (10%) percent, as provided in the proposed Purchase Agreement filed with the Court.

7. With respect to the properties located at Albany, New York, Charlotte, North Carolina, Norwich, Connecticut, Wilmington, North Carolina, and Shrewsbury (Worcester), Massachusetts, Mellon

Bank, N.A., claims a lien against the net proceeds of sale with respect to such properties, after allowing for any prior liens, and the parties have agreed that such sales may be closed and Mellon's lien released with respect to such properties, upon the escrow of such net proceeds.

8. With respect to the property located at Philadelphia, Pennsylvania, described in Debtor's said Motion, the Debtor and Carolina Freight Carriers Corporation have been unable to agree with respect to a contingency in the proposed Purchase Agreement relating to the purchaser's obtaining industrial development bond financing.

And the Court having conducted an auction in open court with respect to those properties where higher and better offers were timely filed and the Court having approved the sale of such properties to the last and highest bidder with respect to each;

IT IS THEREFORE ORDERED that the sales of the properties to the purchasers and for the prices as set forth in Exhibit A to this Order, and upon the terms and conditions as set forth above and as contained in the Purchase Agreements filed with this Court, be and they are hereby approved in every respect.

IT IS FURTHER ORDERED, that the sale of the property located at Philadelphia, Pennsylvania is hereby disapproved.

Dated at Charlotte, North Carolina this 21st day of April, 1986.

MARVIN R. WOOTEN,
United States Bankruptcy Judge

EXHIBIT "A"

PROPERTY LOCATION	NO. OF ACRES	NO. OF DOORS	PURCHASER	PRICE
10 Apollo Drive Albany, NY 12205	3.8	22	New Penn Motor Express, Inc.	$520,000
3639 Benson Ave. Baltimore, MD 21227	6.0	36	Red Star Express Lines of Auburn, Inc.	$950,000
3606 N. Graham St. Charlotte, NC 28206	16.4	70	Dixie Trucking Company, Inc.	$865,000
2321 East Club Blvd. Durham, NC 27704	5.9	28	Carolina Freight Carriers Corporation	$295,000
633 Bizzell Drive Lexington, KY 40504	5.0	44	B & G Properties	$985,000
890 Bisco Drive Nashville, TN 37210	21.4	86	P*I*E Nationwide, Inc.	$2,400,000
U.S. 2, Preston Norwich, CT 06360	33.6	22	GLS LeasCo, Inc.	$420,000
545 S. Ewing Ave. St. Louis, MO 63103	6.2	44	George L. Markus, Jr.	$950,000
400 First St., S.W. New Brighton (St. Paul), MN 55112	6.3	66	Overnite Transportation Company	$1,082,000
2710 Hollywood Ave. Shreveport, LA 71108	3.2	36	Overnite Transportation Company	$385,000
500 23rd St, Wilmington, NC 28401	3.2	22	Southeastern Freight Lines	$320,000
615 Hartford Pike Shrewsbury (Worcester), MA 01545	3.3	22	James F. Lomma	$430,000
Leight Street at Sprague Street Winston-Salem, NC 27127	6.72	unimproved	J. R. Yarbrough	$35,500

JUN 30 9 36 AM '86
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TN
IDENTIFICATION REFERENCE
15521

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY

NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____

BOOK 6902 PAGE 471

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID
		2,400,000.00 CONV AMT		
			6240.00 CSTAX	
			.50 PRFE	
			42.00 WDFE	
			CHECK 6282.50-	
1382A	06/30/86	BAL	.00	

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

152 1

IDENTIFICATION REFERENCE

JUN 30 9 36 AM '86

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

No. 264831